

IN THE HIGH COURT OF SINDH BENCH AT SUKKUR

*Constitutional Petition No.S-242 of 2025.
(Dr. Ahson Qavi Siddiqi vs Abdul Rab and others)*
&
*Constitutional Petition No.S-281 of 2025.
(Dr. Ahson Qavi Siddiqi vs Abdul Rab and others)*

Date	Order with the signature of the Judge
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For the hearing of the main case.

16.02.2026.

M/s. Zahid Mehmood Mughal and Nusrat Hussain Memon,
Advocate for the Petitioner.

Mr. Abdul Mujeeb Shaikh, Advocate for the Respondent No.1
Mr. Ali Raza Balouch, Additional Advocate General, Sindh.

Ali Haider 'Ada', J: Through this common order, Constitution Petitions No. S-242 and S-281 of 2025 are disposed of.

Constitution Petition No. S-242 of 2025 has been filed against the order dated 25.08.2025 passed by the learned Rent Controller/Senior Civil Judge-III, Sukkur, in CMA No. 41 of 2025 arising out of Rent Application No. 01 of 2025, whereby the application of the Petitioner seeking rejection of the rent application.

Constitution Petition No. S-281 of 2025 is directed against the order dated 19.09.2025 passed by the learned Rent Controller under Section 16(1) of the Sindh Rented Premises Ordinance, 1979, whereby the petitioner was directed to deposit rent for four months up to February 2025 at the rate of Rs. 86,515/- within thirty days.

Being aggrieved by the aforesaid interlocutory orders, the petitioner has invoked the Constitutional Jurisdiction of this Court.

2. It is an admitted position that the petitioner was a tenant of the demised premises and the Respondent No.1 is the landlord. However, the principal contention raised is that the tenancy agreement expired on 31.01.2025 and that possession of the premises was allegedly handed over to the landlord. It is disputed that after expiry of the tenancy, no relationship of landlord and tenant subsisted; therefore, continuation of rent proceedings is without lawful authority.

3. Both learned counsel for the petitioner are similarly placed and contend that Section 79 of the Code of Civil Procedure, 1908, is attracted as the Government functionaries were not impleaded properly. They also submitted that possession of the demised premises was handed over after expiry of the agreement, and a reply to the legal notice was issued mentioning such fact. Once the tenancy agreement was no longer in the field, the direction to deposit rent under Section 16(1) SRPO is illegal. The impugned orders are therefore liable to be set aside along with the rent proceedings. Further contend that the application for rejection of rent proceedings filed by the petitioner was rightly submitted; however, the learned Rent Controller, without considering this aspect, dismissed the same. Such dismissal is without justification. Finally, learned counsel prayed that both impugned orders, as challenged through this petition, may be set aside.

4. On the other hand, learned counsel for the respondents/landlord submitted that the pleas taken by the petitioner are contrary to their own pleadings before the Rent Controller. Particular reference was made to paragraphs 10, 11, and 23 of the written statement, wherein the petitioner himself admitted possession and expressed willingness to pay rent. It was further contended that possession was never actually delivered to the landlord, no keys were handed over, and the Rent Controller passed the impugned orders strictly in accordance with the pleadings and material on record. Interference in constitutional jurisdiction against interlocutory orders is not warranted.

5. Learned Additional Advocate General submitted that rent proceedings are summary in nature and relied upon the judgment of the Hon'ble Supreme Court of Pakistan reported as PLD 2025 SC 582, wherein it has been held that proceedings under the rent law are to be decided expeditiously and in a summary manner.

6. Heard learned counsel for the parties and perused the material available on record.

7. The first objection relates to Section 79 CPC. In this regard, reference may be made to Section 20 of the Sindh Rented Premises Ordinance, 1979, which clearly defines and limits the powers of the Rent Controller. Proceedings under the rent law are special in nature, and the provisions of the Civil Procedure Code apply only to the extent specifically made applicable. The Rent Controller exercises limited and specialized jurisdiction; therefore, general civil procedure principles cannot be imported in their entirety unless expressly provided. Consequently, the objection based on Section 79 CPC does not render the rent application incompetent at this stage. Even in cases involving companies, associations, or offices, proceedings may be conducted through their authorized functionaries. In the present case, the Sindh Health Care Commission executed the rent proceedings through its duly authorized representative, as the office is represented through its authorized functionary, and any action taken on behalf of the company or office is legally valid. Reliance in this regard is placed upon the cases of *Sh. Muhammad Irfan and others v. Sitara Commission Shop and others, 2005 SCMR 800, and M/s Oil Boy (Pvt.) Ltd. v. M/s Pak Qatar Investment (Pvt.) Ltd., 2025 CLD 852*.

8. The question whether possession has been handed over or not is essentially a question of fact. Such determination requires an appreciation of evidence and an examination of material before the Rent Controller. In rent law, the mere expiry of tenancy does not automatically terminate the liability of the tenant unless actual, physical, and vacant possession is delivered to the landlord. From the pleadings referred to by the respondents (paras 10, 11, and 23 of the written statement), it appears that the petitioners have taken inconsistent stands regarding possession and payment of rent. It is a settled principle of law that a party is bound by its pleadings and cannot take a contradictory position before a Superior Court. Support is drawn from the cases of *Moiz Abbas vs. Mrs. Latifa and others 2019 SCMR 74, and Muhammad Wali Khan and another vs. Gul Sarwar Khan and another, PLD 2010 SC 965*. Even in rent

proceedings, the principle of the binding effect of pleadings is fully applicable. A party is legally bound by the case set up in its pleadings and cannot depart therefrom to raise a different case. In the absence of specific and clear pleadings, a Court cannot permit a party to infer rights or claims in its favour from vague or ambiguous statements. Reliance in this regard is placed upon the case of *Hyder Ali Bhimji v. With Additional District Judge, Karachi (South) and another, 2012 SCMR 254*. For ready reference, the relevant paragraphs of the written statement filed by the petitioner is reproduced as under:-

"10. That in response to this, Son 4, sent a compliance notice dated 27.02.2025 in paragraph 5 of which, he has admitted to receiving the notice and that as per the date of the notice i.e. November 30th 2024, the rental payment of February, 2025 is also due. The relevant paragraph of the admitted fact is as follows:-

"5. That you have sent reply to me and mentioned that you have informed son of my client on whatsapp on 30th November 2024, hence as per agreement condition no.7 that you are bound to pay the rent of month of February 2025 also to my client

The compliance notice is enclosed herewith as 'Annexure-L'

11. *To this, SHCC responded on 18.03.2025 that it is willing to pay the rental amount due till February, 2025 and shall not be conceding to any further demands. The letter dated 18.03.2025 is enclosed herewith as 'Annexure-M'*

23. *That the Opponents and their organization are ready to forfeit the keys of the rental premises at any time with this Honourable Court, if it so desires".*

9. So far, Section 16(1) of the Sindh Rented Premises Ordinance, 1979, empowers the Rent Controller to direct the deposit of rent during the pendency of proceedings. The object of this provision is to safeguard the rights of the landlord and to prevent misuse of the process by a tenant who continues in occupation without payment. In the present case, the direction was limited to the deposit of rent up to February 2025 and not for an indefinite or future period. Furthermore, the amount deposited is subject to final adjudication and cannot be withdrawn without the order of the Court. Such an order is interim and protective in nature.

10. It is also well recognized law that Constitutional jurisdiction is not ordinarily exercised against interlocutory orders unless there is a jurisdictional defect, patent illegality, or gross miscarriage of justice. No such exceptional circumstance has been demonstrated in the present case. Reliance is placed upon the case of *Rashid Baig and others vs. Muhammad Mansha and others, 2024 SCMR 1385*.

11. Accordingly, in view of the facts and circumstances of the case, both Constitution Petitions No. S-242 and S-281 of 2025 are hereby dismissed. The interim orders passed earlier are recalled. The learned Rent Controller shall proceed with the matter strictly in accordance with the law and decide the same expeditiously. The office is directed to place a signed copy on record in the captioned petition.

JUDGE

*Faisal Mumtaz/PS***